# BENGALURU METROPOLITAN TRANSPORT CORPORATION

## INVITES

## TENDERS

## FOR

## SELECTION OF LICENSEE FOR GRANTING OF ADVERTISING RIGHTS FOR DISPLAYING ADVERTISEMENTS ON 221 SQ FT OF 225 A/C BUSES (PACKAGE-7)

**CHIEF TRAFFIC MANAGER (COM),**
**BMTC, K H Road, Shanthinagar, Bengaluru – 560 027**
Telephone No: [080-22537575]
e-mail: ctmc@mybmtc.com  Web-site: https://mybmtc.karnataka.gov.in

# NOTICE INVITING TENDER (NIT)

**FOR**

**SELECTION OF LICENSEE FOR GRANTING OF ADVERTISING RIGHTS FOR DISPLAYING ADVERTISEMENTS ON 221 SQ FT OF 225 A/C BUSES(PACKAGE-7).**

(Through Karnataka Public Procurement Portal only https://www.kppp.karnataka.gov.in )

**Tender Reference No: [16/2024-25] Dated: [28.08.2024]**

| | |
|---|---|
| Date and time of and availability of Tender Document | From [28.08.2024] to [05.09.2024] up to 17:00 IST to be downloaded from the Karnataka Public Procurement Portal https://www.kppp.karnataka.gov.in |
| Date and time of visit to place of Service | On working days between 10:00 to 17:00 IST |
| Pre-Bid meeting date, time and place | On [31.08.2024] , AT [11.00] IST<br>Chief Traffic Manager (Com), 2nd floor, Central Office, BMTC Shantinagar, Bengaluru – 560027. |
| Last date for submission of online Tenders on Karnataka Public Procurement Portal | On [05.09.2024] upto [17.00] IST |
| Date and Time for opening of Technical Tender on the Karnataka Public Procurement Portal | On [09.09.2024] at [11.30] IST |
| Date and Time for opening of Financial Tender on the Karnataka Public Procurement Portal | To be intimated later |
| Validity of Tenders | 180 days from the last date for submission of Tenders |
| Period for License | 24 months |
| Address for Communications | Chief Traffic Manager (Com),<br>Bengaluru Metropolitan Transport Corporation,<br>K H Road, Shanthinagar, Bengaluru - 560027. |
| Earnest Money Deposit (EMD) Amount | INR.10,80,000 (Ten Lakh Eighty thousand Rupees only) is payable as provided in Clause 11 of ITT |

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## SECTION I: INVITATION FOR TENDERS (IFT)

**Tender Reference No: [16/2024-25] Dated: [28.08.2024]**

1. Chief Traffic Manager (Com) on behalf of Bengaluru Metropolitan Transport Corporation (BMTC) (Referred to as the "**Licensor**") invites Tenders through Karnataka Public Procurement Portal from eligible Tenderer(s) for selection of Licensee for granting of rights for displaying advertisements on 221 Sq ft of 225 A/C BUSES(PACKAGE-7) as detailed in **Appendix A** (hereinafter referred to as "the **Services**"). The Tenderer(s) are advised to go through the same.
2. The Period of License shall be 24 Months.
3. The Tender documents may be downloaded from the Karnataka Public Procurement Portal (https://www.kppp.karnataka.gov.in) at free of cost from the date and time specified in NIT till the last date and time or extended date and time for submission of Tenders. The Tenderer(s) shall go through the Tender document for details before submission of their Tender.
4. The Tenderer(s) has to deposit an Earnest Money Deposit amount through Karnataka Public Procurement Portal by any of the modes specified in the Karnataka Public Procurement Portal.
5. Tenders must be submitted through Karnataka Public Procurement Portal within the last date and time for submission of Tenders as specified in NIT. Tenderer(s) are required to submit Technical Tender and Financial Tender simultaneously. No physical submission of Tender will be accepted.
6. The Tenderer quoting the Highest License Fee shall be declared as selected Tenderer.
7. All notifications, changes and amendments to the Tender Document will be posted only on the Karnataka Public Procurement Portal, which shall form part of the Original Tender Document.
8. Other details can be seen in the Tender documents.
9. For any additional information or clarification regarding the Tender, the interested Tenderer(s), may contact office of the undersigned at the address provided in NIT on all working days during office hours.
10. The Licensor reserves the right to accept, reject or cancel any or all the Tenders or to abandon the procurement process without assigning any reasons thereof.

**Sd/-**
**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation
K H Road, Shanthinagar, Bengaluru – 560027
e-mail: ctmc@mybmtc.com
Phone: 080-22537575

## SECTION II: INSTRUCTIONS TO TENDERER (ITT)

### A. Introduction

### 1. Scope of Tender

1.1 The Licensor invites Tenders following Two Electronic Tender Document System procedure from eligible Tenderer(s) for Selection of Licensee for granting of rights for displaying advertisements on 221 Sq FT OF 225 A/C BUSES.(PACKAGE-7)

1.2 The Tenderer(s) shall pay the Licensor a monthly License Fee during the Period of License Agreement. The License Fee quoted by the Tenderer shall constitute the sole criteria for evaluation of Financial Tenders. Tenderer(s) quoting the Highest License Fee per month shall be declared as the Successful Tenderer (the "Successful Tenderer").

### 2. One Tender Per Tenderer

No Tenderer shall submit more than one Tender (comprising Technical Tender and Financial Tender) for the Project. A Tenderer applying individually or as a member of a Consortium shall not be entitled to submit another Tender either individually or as a member of any Consortium, as the case may be. Any Tenderer, who submits more than one Tender, will be disqualified and will also cause the disqualification of the Consortium of which it is a member.

### 3. Eligible Tenderer

3.1 For determining the eligibility of Tenderer(s), the following conditions are required to be satisfied:

a. The Tenderer(s) should not have been blacklisted or be under order of debarment from participating in a Tender as on the Notice Inviting Tender.

b. Tenderers' contracts (each consortium member's contracts, in case of Consortium) should not have been terminated.

c. Tenderer(s) must not be insolvent, in receivership, bankrupt, are being wound up, not have its affairs administered by a Court or Judicial Officer, not have its business activities suspended and must not be the subject of legal proceeding for any of these reasons.

3.2 The Tenderer(s) should meet the following eligibility criteria (the "**Eligibility Criteria**").

a. The Tenderer(s) should be either a proprietorship Firm, or company, or partnership firm, or Limited Liability Partnership firm, or a Society which is registered under the relevant statutory law. The term Tenderer(s) used herein would apply to both a Single Business Entity and a Consortium.

b. The Tenderer(s) should have the following registrations:
   i. Registration under the Goods and Service Tax (GST)
   ii. Permanent Account Number (PAN) issued by the Board of Direct Taxes under the Income Tax Act, 1961.

c. The Tenderer should hold a valid registration as per statutory licensee registrations & permissions with regard to advertisement.

**Note:**

- In case the Tenderer is a Consortium, Members of the Consortium shall nominate one member who represents the Consortium as the Lead Member (the "**Lead Member**"). The other member of the Consortium shall be termed as (the "**Other Member**"). The combined experience of both members of the Consortium shall be considered for evaluation of the Technical Capacity and evaluation of the Technical capacity and consortium shall be considered for financial capacity. The lead member will be liable for financial liabilities & recoveries arising out of contract
- The Lead Member shall be authorized to incur liabilities and receive instructions for and on behalf of the Consortium and this authorization shall be evidenced by a Power of Attorney to be provided by the Other Member to the Lead Member.
- All members of the Consortium shall be jointly and severally liable during the tendering process and for execution of the Project in accordance with the License Agreement a statement to this effect shall be included in the letter of Consortium to be submitted as per the format provided along with **Tech Form - 1.**

## 4. Qualification Criteria

The Tenderer(s) should establish their competence and capacity based on the following qualification criteria (the "**Qualification Criteria**"). The qualification information shall be provided in the format prescribed in Tech **Form- 3 and Tech Form- 4**.

### A. Technical Capacity

The Tenderer(s) should establish their experience (the "**Technical Capacity**") as set out below:

The Tenderer(s) should have successfully provided similar services for any establishment (Private/Government) established under the Companies Act, 1956 or 2013 in any 1 (One) year out of the last 10 (Ten) completed Financial Years, Preceding the Last Date for submission of Tenders.

[For the purposes of this Tender Document, similar services shall mean displaying advertisements in/on Airports/ Bus stands/ Railway stations/ Metro stations/ Bus stops/ Public transports etc.]

### B. Financial Liabilities

The Tenderer(s)/Lead member should have the following financial Liabilities (the "**Financial Liabilities**").

The Tenderer(s)/Lead member should have minimum Average Annual Turnover of INR. 5,50,00,000 (Rupees Five Crores Fifty only) from the business of displaying advertisements in any two years out of the last five completed financial years preceding the last date for submission of tenders (i.e. Financial Years 2019-20,2020-21,2021-22, 2022-23 & 2023-24).

**Note:**

1. Financial Liability of parent/subsidiary/associate company(ies) of the Tenderer would not be considered for evaluation.
2. The Tenderer(s) should submit details of the Annual Turnover and a certificate for average annual turnover from a Statutory Auditor / Chartered Accountant along with audited annual accounts for the respective financial years in the prescribed format at **Tech Form- 4**.

4.1 The Tenderer(s) should fulfil all the criteria detailed in this Clause to qualify in the Technical Tender. If a Tenderer does not fulfil the minimum criteria prescribed herein, the Tenderer shall be disqualified. On such disqualification, the Financial Tender of such Tenderer will not be opened & will not be considered for further evaluation.

4.2 Though the Tenderer(s) fulfils the above conditions, they are subject to be disqualified if they have made any misleading or false representation in the forms, statements, any attachments in proof of the requirements specified in the eligibility or qualification criteria. If the Tenderer is a Consortium, then the entire Consortium shall be disqualified / rejected.

4.3 The Tenderer(s) are required to upload legible copies of documents provided at **Tech Form- 8** to support, demonstrate and substantiate the eligibility and qualification criteria provided in this Tender Document.

### 5. Cost of Tendering

5.1 The Tenderer(s) shall bear all direct or consequential costs, losses and expenditure associated with or relating to the preparation, presentation, submission and processing of its tender, and the Licensor will in no case be responsible or liable in any manner for these costs, regardless of the conduct or outcome of the tender process.

5.2 All Tenderer(s) are required to register in Karnataka Public Procurement Portal. The Tenderer(s), who submit their Tender for this Services accept that they have clearly understood and agreed the terms and conditions including all the Forms/Annexure/Appendices of this Tender.

## B. The Tender Documents

### 6. Contents of Tender Documents

6.1 The tendering procedures and contract terms are prescribed in the tender documents. In addition to the Invitation for Tenders, the tender documents shall include:

1. Notice Inviting Tender;
2. Instruction to Tenderer(s) (ITT);
3. Form of License Agreement
4. General Conditions of License Agreement (GCLA);
5. Special Conditions of License Agreement (SCLA);
6. Schedules

6.2 The Tenderer(s) are expected to examine all instructions, forms, terms, and specifications in the Tender Documents. Failure to furnish all information required by the Tender Documents or submission of a Tender not substantially responsive to the Tender Documents in all respect will be at the Tenderer(s)' risk and may result in rejection of its Tender.

### 7. Amendment to Tender Documents

7.1 Before the deadline for submission of Tenders, the Licensor may, for any reason, whether at its own initiative or in response to a clarification requested by a prospective Tenderer(s), may make any modifications or amendments to the Tender Documents. Such modifications or amendments shall be notified on the Karnataka Public

Procurement Portal through issue of Addendum or Corrigendum or Clarification. Any Addendum or Corrigendum or Clarification issued by the Licensor shall form part of the original Tender Document.

7.2 In order to allow prospective Tenderer(s), reasonable time, to take the amendment into account in preparing their Tenders, the deadline for the submission of Tenders as necessary may be extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.

7.3 Pre-Bid Meeting and Clarification of Tender Documents

7.3.1 A prospective Tenderer requiring any clarification of the Tender Documents may notify the Client in writing or by email at the mailing address indicated in the Invitation for Tenders in the format provided below.

| **Sl No** | **Tender Document reference (Section, Clause No and Page No)** | **Content of the Tender Document Clause** | **Points of Clarification Required** |
|---|---|---|---|
| 1 | | | |
| 2 | | | |

7.3.2 The Tenderer or his authorized representative is invited to attend a pre-bid meeting, which will take place at place and time as specified in the NIT.

7.3.3 The purpose of the meeting will be to clarify issues and to answer questions on any matter that may be raised at that stage.

## C. Preparation of Tenders

### 8. Language of Tender

The Tender prepared by the Tenderer(s), as well as all correspondence and documents relating to the Tender exchanged by the Tenderer(s) and the Licensor, shall be written in English language. Supporting documents and printed literature furnished by the Tenderer(s) may be in another language provided they are accompanied by an accurate translation of the relevant passages in the English language in which case, for purposes of interpretation of the Tender, the translation shall govern.

### 9. Tender Form

9.1 The Tenderer should submit the Technical and Financial Tenders in the Karnataka Public Procurement Portal comprising the following documents.

A- **Technical Tender documents** shall comprise of scanned copy of all pre-qualification information about the Tenderer(s) namely;

i. Letter of Tender in the format prescribed at **Tech Form- 1**. In the case of a Consortium, the Members should submit a Letter of Consortium as per the given format;
ii. Details of Tenderer(s) in the format prescribed at **Tech Form - 2** along with supporting documents
iii. Technical Capacity of the Tenderer(s) in the format prescribed at **Tech Form - 3** along with supporting documents
iv. Financial Capability of the Tenderer(s) in the format prescribed at **Tech Form - 4** along with Statutory Auditor/Chartered Accountant certificate and supporting documents

v. Statement of Authorization to submit Tender Document in the format prescribed at **Tech Form- 5**;
vi. Power of Attorney for Signing of Tender in the format prescribed at **Tech Form-6**; In the case of a Consortium, the Members should submit a Power of Attorney in favour of the Lead Member as per the given format;
vii. Undertaking of Tenderer(s)/Lead Member in the format prescribed at **Tech Form - 7;**
viii. Checklist of Documents in the format prescribed at **Tech Form- 8**;
ix. Any other information considered relevant.

**Note**:

Tenderer(s) shall not furnish the Financial Tender along with the Technical Tender.

B- **Financial Tender** shall comprise of the License Fee and shall be quoted by the Tenderer(s) for the whole services as described in Clause 1 of the ITT in the slot provided on the Karnataka Public Procurement Portal.

**Note:**

i. The Selected Tenderer shall be the Tenderer quoting the Highest License Fee per month ("**License Fee**") above the minimum License Fee (ELF) of Rs. 20,000/- per bus per month**.** In this RFP, the term Highest Tenderer shall mean the Tenderer who is offering the highest License Fee above the Minimum License Fee. Generally, the highest LF offering Tenderer shall be the Selected Tenderer. Any Tenderer offering a License Fee below the Minimum License Fee shall be rejected.

ii. No adjustment on License Fee quoted shall be made by the Tenderer on account of any variations in costs of labor and materials or any other cost component affecting the total cost in fulfilling the obligations under the License Agreement.

iii. The License Fee quoted by the Tenderer shall be inclusive of all relevant financial implications including inter-alia the nature of the Services to be delivered, location, site(s) of the delivery of Services, extant rules and regulations about taxes, duties, labour in India, overheads and incidental services for the whole services as described in Clause 1 of the ITT and GST.

iv. Although the software in the Karnataka Public Procurement Portal may convert the amount in numerical digits in Tenders to words, the Tenderer(s) are advised to ensure that there is no ambiguity in this regard.

v. The specimen break-up of the Financial Tender is prescribed at **FIN Form** for calculation of the Financial Tender only. Tenderers are prohibited from submitting scanned copies of Financial Tender FIN Form on the Karnataka Procurement Portal. Submission of scanned copies in KTPP portal of Financial Tender Forms with Technical Tender will lead to rejection of such Tenders.

vi. Tenders submitted by fax, e-mail or any other electronic modes other than through Karnataka Public Procurement Portal shall not be entertained and shall be rejected.

**10. Tender Currency**

The Financial Tender should be quoted in Indian Rupees only. All payments shall be made in Indian Rupees (INR).

**11. Earnest Money Deposit (EMD)**

11.1 The Tenderer(s) shall furnish, as part of his tender, an earnest money deposit (the "**EMD**") of INR.10,80,000/- (Ten Lakh Eighty thousand Rupees only).

11.2 The EMD to be paid through online or offline modes shall be made on any of the following e-payment options:

**Online Payments:**

i. Debit Card,
ii. Credit Card,
iii. Internet Banking
iv. NEFT (National Electronic Fund Transfer)

**Offline Payments:**

i. Remittance at the Bank Counter using Challan (ICICI Bank only)

11.3 The Licensor shall not take any responsibility for non-payment of EMD amount due to declaration of Bank Holiday. For further details regarding e-payment, please refer to the Karnataka Public Procurement Portal.

11.4 Any Tender not accompanied by EMD and not secured as indicated in Sub-Clauses 11.1 shall be rejected as non-responsive.

11.5 The Earnest Money Deposit submitted through online or offline modes of payment will be returned through the Karnataka Public Procurement Portal without any interest:

i. To the unsuccessful Tenderer(s), as promptly as possible and in any case within 30 (thirty) days from the date of declaration of successful Tenderer by the Licensor.

ii. To all Tenderers, within 15(fifteen) days in the event of cancellation of tender process.

11.6 Under the following conditions, the EMD shall be forfeited and the Tenderer(s) shall be blacklisted/debarred:

i. If Tenderer(s) withdraws its tender during the period of tender validity specified in this Tender Document and or as extended by the mutual consent of the respective Tenderer(s) and the Licensor; or

ii. If the successful Tenderer fails or refuses to:

   a. Produce the original documents for scrutiny; or

   b. Furnish Security Deposit in accordance with ITT Clause 30. Or

   c. Sign the License Agreement within the period specified in accordance with ITT Clause 29.3;

iii. In case a Tenderer is under order of debarment/blacklisted from participating in a Tender by the Licensor / Government.

11.7 The Earnest Money Deposit of the successful Tenderer will be adjusted towards Security Deposit and the Successful Tenderer shall deposit the balance amount of the Security Deposit within 14 (Fourteen) days of the receipt of LOA in accordance with ITT Clause 30.

**12. Period of Validity of Tenders**

12.1 The Tender shall remain valid for a period of 180 days from the last date of submission of Tender. The Tenderer(s) are not allowed to modify, vary, revoke or withdraw, their Tender during the original or extended validity period.

12.2 A Tender valid for a shorter period than the period shall be rejected by the Licensor as non-responsive.

12.3 In exceptional circumstances, before the expiry of original validity period, the Licensor may solicit the Tenderer's consent to an extension of the period of validity. The request and the responses thereto shall be made in writing (or by e-mail or fax) through Karnataka Public Procurement Portal. The Earnest Money Deposit provided under ITT Clause 11 shall also be suitably extended. A Tenderer may refuse the request without forfeiting its Earnest Money Deposit. A Tenderer granting the request will not be required or permitted to modify its Tender.

## D. Submission of Tenders

**13. Format and Signing of Tender**

13.1 The Tenderer(s) shall provide all the required information sought under this Tender Document. The Licensor will evaluate only those Tenders that are received in the required formats and complete in all respects. Incomplete and/or conditional/alternative Tenders shall be liable to rejection as non-responsive.

13.2 All the documents of the Tender(s) should be uploaded on the Karnataka Public Procurement Portal using digital signature with their valid Digital Signature Certificate (DSC) as issued under the Information's Technology Act, 2000.

13.3 The tenders shall be typed or written in indelible ink and signed by the Authorized Signatory (the "**Authorized Signator**y") of the Tenderer who shall also initial each page, in blue ink with stamp as an acceptance of the terms and conditions written therein. In case of printed and published Documents, only the cover page shall be initialled. The person signing the submissions shall initial all the alterations, omissions, additions, or any other amendments made to the submissions. The submissions must be properly signed by the Authorized signatory of the Tenderer(s) holding a Power of Attorney or the Board Resolution.

13.4 A copy of the Power of Attorney certified by the authorized signatory of the Tenderer(s) in the form specified in **Tech Form- 6**, as the case may be, should accompany the Tenders.

**14. Deadline for Submission of Tenders**

14.1 It shall be the responsibility of the Tenderer(s) to ensure that their Tender is submitted in the Karnataka Public Procurement Portal within the last date and time specified for the receipt of Tenders in complete manner. The Licensor will not be held responsible for technical glitches and internet connectivity issues confronted by Tenderer(s) in uploading their tender or for any failure on part of the Tenderer(s) to make the payment of EMD or submission of any documents as required to be submitted or for rejection of Tenders by Karnataka Public Procurement Portal for whatsoever reasons. No correspondence shall be entertained in this regard.

14.2 The last date and time for submission of tenders may be extended by amending the tender documents in accordance with ITT Clause 7 after giving adequate notice on the

Karnataka Public Procurement Portal, in which case all rights and obligations of the Licensor and Tenderer(s) previously subject to the deadline will thereafter be subject to the deadline as extended. Information about extension of the deadline for the submission of Tenders will be published on Karnataka Public Procurement Portal.

**15. Late Tenders**

The Karnataka Public Procurement Portal will not accept any Tenders after the last date and time for submission of Tenders.

**16. Modification and Withdrawal of Tenders**

16.1 The Tenderer(s) may modify the contents of the Technical Tender or Financial Tender or withdraw its tender prior to deadline for submission of tenders in Karnataka Public Procurement Portal

16.2 No tender may be modified subsequent to the deadline for submission of tenders.

16.3 No tender may be withdrawn in the interval between the deadline for submission of tenders and the expiration of the original period of tender validity or extended period in pursuant to Clause 12).

## E. Tender Opening and Evaluation of Tenders

**17. Opening of Technical Tender**

17.1 The Technical Tender shall be opened in the Karnataka Public Procurement Portal at the designated date and time, without requiring the presence of the Tenderer(s). In the event of the specified date of Technical Tender opening being declared a holiday, the Technical Tender shall be opened at the appointed time on the next working day.

17.2 List of submitted Tenders termed as RECEIVED and list of incomplete tenders termed as DRAFT shall be displayed in Karnataka Public Procurement Portal. All Tender payments successfully received shall be displayed. Only the Tenders which have been submitted in Karnataka Public Procurement Portal and whose Tender payments were successfully received in Karnataka Public Procurement Portal shall be opened. The name of the Tenderer(s) shall be published in the Karnataka Public Procurement Portal.

**18. Confidential**

18.1 The Licensor shall ensure the confidentiality of the process of tender evaluation until orders on the tenders are passed.

18.2 Information relating to the examination, clarification, evaluation and comparison of tenders and recommendations of award of License shall not be disclosed to Tenderer(s) or any other persons not officially concerned with such process until award of the successful Tenderer has been announced in the Karnataka Public Procurement Portal. Any effort by a Tenderer to influence, the Licensor in processing of Tenders or award decision may result in rejection of Tender.

**19. Clarification of Tenders**

19.1 During evaluation of tenders, the Licensor may, at its discretion, seek bonafide clarifications from the Tenderer(s) relating to the Tenders submitted by them including the details of price. The request for clarification and the response shall be in writing. The Licensor shall not offer or permit any change in the price or substance of Tender.

19.2 During the evaluation of tenders, the Licensor may at its discretion, seek justification for the License Fee quoted by the Tenderer to assessing the License Fee quoted.

## 20. Initial Examination of Tenders

20.1 The Licensor shall cause an initial examination of the Tenders submitted to determine their substantial responsiveness and following factors shall be considered, namely

i. Whether the Tenderer(s) meets the eligibility criteria laid down in the Tender Documents;

ii. Whether the crucial documents have been duly signed;

iii. Whether the requisite Earnest Money Deposit has been furnished;

iv. Whether the Tender is substantially responsive in terms with the Tender Documents without material deviation or reservation or inconsistent with the Licensor's right or Tenderer(s)' obligations under the License Agreement.

20.2 Tenders which on initial examination are found not to be substantially responsive under any of the clauses under Clause 20.1 above, may be rejected.

## 21. Evaluation of Technical Tender

21.1 The Licensor may constitute a Tender Scrutiny Committee as it deems fit to carry out scrutiny and evaluation of Tenders strictly in accordance with the evaluation criteria indicated in Clause 4 of this Tender Document.

21.2 Tenderer(s) whose Technical Tenders are adjudged as responsive in terms of Clause 20 and who fulfil the eligibility and qualification conditions in accordance with Clauses 3.2 and 4 will be declared as qualified Tenderer(s) ("**Qualified Tenderer(s)").** If Tenderer(s) do not meet the minimum eligibility and qualification criteria as above shall be disqualified. The Financial Tenders of only the Qualified Tenderer(s) shall be considered for opening in the Karnataka Public Procurement Portal and further evaluation in the manner set out in Clause 22 below.

## 22. Opening and Evaluation of Financial Tender

22.1 The Financial Tender of all the Qualified Tenderer(s) will be opened at the date and time notified in the NIT or any amendment to that.

22.2 The Tenderer who has submitted the Highest License fee above per month Minimum License Fee in Karnataka Public Procurement Portal shall be determined as the highest Tenderer.

22.3 There shall be no arithmetic errors in the Financial Tender. If any such errors are found, the Tender will be rejected. Price should be mentioned in both figures and words. If there is any discrepancy between the figures and the words, Highest amount entered will be considered as correct and taken into account for the Tender purpose.

## 23. Evaluation and Comparison of Tenders

23.1 The Licensor may evaluate and compare the Tenders, which have been determined to be substantially responsive. No Tender will be considered if the complete requirements is not included in the Tender.

23.2 The evaluation of Tender and award of License shall be completed, as far as possible, within the period for which the Tenders are held valid. The Licensor shall seek extension of the validity of Tenders from the Tenderer(s) for the completion of

evaluation. In case the evaluation of Tenders and award of License is not completed within the extended period, all the Tenders shall be deemed to have become invalid and fresh Tenders may be called for.

23.3 In the event that two or more Tenderer(s) quote the same amount of License Fee (the "**Tie Tenderers**"), the licensor shall opt for tender com negotiation and the Tenderer who quote highest amount shall be declared as Successful Tenderer.

**24. Contacting the Licensor**

The Tenderer(s) shall not make attempts to establish unsolicited and unauthorized contact with the Tender Accepting Authority, the Licensor or Tender Scrutiny Committee after the opening of the Tender and prior to the notification of the Award and if any attempt by the Tenderer to bring to bear extraneous pressures on the Licensor shall be sufficient reason to disqualify the Tenderer.

**25. Tenderer's Responsibility for Quotation**

Although the details presented in this Tender Document have been compiled with reasonable care, it is the Tenderer(s) responsibility to ensure that the information provided is adequate and clearly understood. Claims and objections due to ignorance of existing conditions will not be considered after submission of the Tender and during the period of Services as per the License Agreement. Tenderer(s) are responsible for the Tender submitted and no relief or consideration can be given for errors and omissions.

## F. Award of License

**26. Preparation of Evaluation Report and Award of License**

26.1 The Licensor shall prepare detailed evaluation report accordingly to the eligibility and qualification criteria as per clause 3.1, 3.2 and 4, which shall be considered for taking a final decision on the Tender.

26.2 The system shall auto generate a statement of evaluation of the Tenders with comparative statement for consideration of the Licensor.

26.3 The Licensor's orders after evaluating the Tenders along with the comparative statement shall be uploaded in the Karnataka Public Procurement Portal.

26.4 Subject to Clause 26.1 above and Clause 28 below, the License will be awarded to the successful Tenderer whose tender has been determined to be substantially responsive and who has offered the highest License Fee per month and has been determined as the highest evaluated tender, provided further that the Tenderer is determined to be qualified to perform the service satisfactorily.

**27. Licensor's right to vary Quantities at the Time of Award**

The Licensor reserves the right during the License Period to increase or decrease by up to 25% (twenty-five percent) of the quantity of Services originally specified in the Scope of Services.

**28. Licensor's Right to Accept Any Tender and to Reject Any or All Tenders**

The Licensor reserves the right to accept or reject any Tender or all Tenders, and to annul the selection process and reject all Tenders at any time prior to the award of License, without thereby incurring any liability to the affected Tenderer(s) or any obligation to inform the affected Tenderer(s) of the grounds for the Licensor's action

and such action also caused to be published in the Karnataka Public Procurement Portal.

**29. Publication of Award and Signing of License Agreement**

29.1 The Tenderer whose Tender has been accepted will be notified by the Licensor prior to expiration of the Tender validity period through the Karnataka Public Procurement Portal and through email to the successful Tenderer. This Letter of Allotment(LOA) issued by the Licensor will state the sum that the Successful Tenderer will pay the Licensor in consideration of rights as prescribed in the License Agreement (hereinafter and in the License Agreement called the "**License Fee**"). The Successful Tenderer shall confirm acceptance by returning a signed copy of the Letter of Allotment.

29.2 The notification of award will constitute the formation of the License Agreement.

29.3 The license Agreement provided in the tender documents, incorporating all agreed terms and conditions between the Licensor and the successful Tenderer, will be sent by the Licensor duly completed the successful Tenderer for signature thereof, the successful tenderer will sign the License Agreement and deliver it to the License along with the Security Deposit in accordance with Clause 30. In case the successful Tenderer is a Consortium, the Lead Member of the Consortium shall execute the license Agreement.

**30. Security Deposit**

30.1 Within 14 (Fourteen) days of the receipt of LOA from the Licensor and in pursuance to Clause 11.7, the successful Tenderer shall furnish the Security Deposit for the amount specified in accordance with the Special Conditions of License Agreement.

30.2 Failure of the successful Tenderer to comply with the requirement of ITT Clause 29.3 or and ITT Clause 30.1 shall constitute sufficient grounds for the annulment of the award and forfeiture of the Earnest Money Deposit.

30.3 In case of default of payment of any License Fee by the Successful Tenderer during the License Period, the Licensor shall without prejudice to its other rights, deduct the said dues from the above Security Deposit.

**31. Corrupt or Fraudulent Practices**

As per the Government's policy, that Tenderer(s)/ Suppliers/ Licensees are required to observe the highest standard of ethics during the procurement and execution of such contracts. In pursuance of this policy, the Government:

(i) defines, for the purposes of this provision, the terms set forth as follows

a. "**Corrupt practice**" means the offering, giving, receiving or soliciting of anything of value to influence the action of the public official in the procurement process or in contract execution; and

b. "**Fraudulent practice**" means a misrepresentation of facts in order to influence a procurement process or the execution of a contract to the detriment of the Procurement Entity, and includes collusive practice among the Tenderer(s) either prior to or after tender submission, designed to establish tender prices at artificial non-competitive levels and to deprive the

Procurement Entity of the benefits of free and open competition;

(ii) In pursuance to this policy of Government, an action may be initiated by the Licensor to blacklist/debar the Tenderer(s) from participating in the Tender or executing the License Agreement if it is determined that the firm has engaged in corrupt or/and fraudulent practices in competing for, or in executing, this License Agreement in question in accordance with provisions of KTTP Act and Rules and amendments thereto.

## SECTION III: FORMATS FOR SUBMISSION OF TENDERS

### Tech Form – 1 Letter of Tender

*[To be submitted on the letterhead of the Tenderer]*

Dated:

To

**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027.

**Sub**: **Tender for Selection of Licensee for Granting of Advertising Rights for Displaying advertisements on 221 Sq FT OF 225 A/C BUSES.(PACKAGE-7)**

1 With reference to your Tender document dated_____, I/We, having examined the Tender Documents and understanding their contents, hereby confirm that I/we have no reservations to the Tender Documents, including Addenda issued in accordance with Instructions to Tenderer(s) (ITT).

2 I/ We acknowledge that the Licensor will be relying on the information provided in the Tender submitted by us and the documents accompanying the Tender for selection of the Licensee for the aforesaid Service, and we certify that all information provided therein is true and correct; nothing has been omitted which renders such information misleading; and all documents accompanying the Tender are true copies of their respective originals.

3 I/We shall make available to the Licensor any additional information/clarification it may find necessary or require to supplement or authenticate the Tender.

4 I/We acknowledge the right of the Licensor to reject our Tender without assigning any reason or otherwise and hereby waive, to the fullest extent permitted by applicable law, our right to challenge the same on any account whatsoever.

5 I/We declare that we have neither failed to perform on any contract not have been blacklisted or be under debarment from participating in a Tender, as evidenced by imposition of a penalty by any procurement.

6 I/We declare that we do not have any conflict of interest and that we are not insolvent/bankrupt in according with Clause 3.1 of ITT as defined in Clause 31 of the Tender document, in respect of any tender or Tender Document issued by or any agreement entered into with the Licensor or any other public sector enterprise or any Government, Central or State

7 I/ We understand that you may cancel the selection process at any time and that you are bound neither to accept any Tender that you may receive nor to invite the Tenderer(s) to Tender for the Services, without incurring any liability to the Tenderer(s).

8 I/ We believe that we satisfy the Eligibility Criteria and Qualification Criteria (Financial Liability) and meet the requirements as specified in the Tender Document.

9 In the event of me/ us being declared as the Successful Tenderer, I/ We agree to enter into a License Agreement in accordance with the draft that has been provided by the Licensor. I/ We agree not to seek any changes in the aforesaid draft License Agreement and agree to abide by the same.

10 I/ We have studied all the Tender Documents carefully and also are aware of the site

where the services are required to be provided. I/ We understand that except to the extent as expressly set forth in the draft License Agreement, we shall have no claim, right or title arising out of any documents or information provided to us by the Licensor or in respect of any matter arising out of or relating to the selection process including the award of the License.

11 The documents comprising the Tender, as specified in Clause 9.1 of the Tender Document, have been submitted in the manner set out in the Tender Document.

12 I/ We shall keep this offer valid for 180 (One Hundred Eighty) days from the last date of submission of Tenders as specified in the Tender Document.

13 I/ We certify that I/ We have not been blacklisted/debarred by Procurement Entity, Central, State Government or any entity controlled by it, from participating in any Tender, for indulging in corrupt or fraudulent practices or deficiencies of services or for indulging in unfair trade practices or for any other reasons as on the last date for submission of Tenders.

14 I/ We, the undersigned, offer to provide the above services in accordance with your Tender Document dated [Date], and our Proposal (Technical Tender and Financial Tender).

15 I/ We hereby offer and agree to provide the aforementioned Service for License Fee as provided by us in the Karnataka Public Procurement Portal.

16 I/ We confirm that if I/ We am/are the successful Tenderer, then I/ We shall within 14 (Fourteen) days of receipt of the LOA from the Licensor, furnish the Security Deposit in accordance with Conditions of License Agreement.

17 The quoted License Fee per month shall be inclusive of all prevailing taxes, levies, cess and applicable taxes, if any, as applicable, for all activities provided under this tender. Tax Deductible at Source (TDS) at the prevailing rates from time to time shall be deducted from Tenderer bills as per applicable law, and quoted rates shall be deemed to include this.

18 The License Fee per month has been quoted by me/us after taking into consideration all the terms and conditions stated in the Tender Document, draft License Agreement, our own estimates of costs and after a careful assessment of the place of service and all the conditions that may affect the Tender.

19 I / we confirm that our Financial Tender is unconditional and that we accept all terms and conditions specified in the Tender Document.

20 I/ We agree to be bound by this offer if we are the Successful Tenderer for the aforementioned Service.

In witness thereof, I/we submit this Tender under and in accordance with the terms of the Tender document.

Yours
Faithfully,

Date: **(Signature of the Authorised Signatory)**

Place: **Name and seal of Tenderer**

**Format for Letter of Consortium**

*[To be submitted on the letter head of the Lead Member (in case of Consortium only)]*

To
**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027.

Dear Sir,

**Sub**: **Tender for Selection of Licensee for Granting of Advertising Rights for Displaying advertisements on 221 Sq FT OF 225 A/C BUSES. (PACKAGE-7)**

This has reference to the Tender Document no.___ dated ____ invited for the subject project. This is to confirm our exclusive association with M/s_____ *[Name of the Other Member of Consortium]* having its registered office at _____ for the same. We _____ [Name of the Lead Member] shall be the Lead Member of the Consortium and are authorised to receive all instructions and be accountable on behalf of the Consortium.

We also agree that both members of the Consortium shall be jointly and severally responsible for the execution of Project in case the project is awarded to the Consortium.

Thanking you,

Yours faithfully,

**Signature, Name and Designation of the Authorised Signatory**

**Tech Form – 2 Details of the Tenderer**

*[To be submitted on the letter head of the Tenderer]*
*In case of Consortium, information to be provided separately for each member]*

1. Tenderer Details
   (a) Name:
   (b) Country of incorporation:
   (c) Address of the office/corporate headquarters and its branch office(s), if any, in India:
   (d) Address of the office/ corporate headquarters or its branch office(s), in Karnataka:
   (e) Date of incorporation and/or commencement of business:
2. Bank Details
   (a) Name of the Holder
   (b) Bank Account No.
   (c) Name of the Bank
   (d) Branch Name
   (e) IFSC Code
3. Details of individual(s) who will serve as the point of contact/communication for the Licensor:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone Number:
   (e) E-Mail Address:
   (f) Mobile:
4. Particulars of the Authorised Signatory of the Tenderer:
   (a) Name:
   (b) Designation:
   (c) Address:
   (d) Telephone Number:
   (e) E-Mail Address:
   (f) Mobile:
5. The following information shall also be provided:

| No. | Criteria | Yes | No |
|---|---|---|---|
| 1. | Has the Tenderer been barred by Procurement Entity/ State Government, or any entity controlled by it, from participating in any Tender | | |
| 2. | If the answer to 1 is yes, does the bar subsists as on the date of submission of the Tender. | | |

6. A statement by the Tenderer disclosing material non-performance or contractual non-compliance in past Assignment, contractual disputes and litigation/ arbitration in the recent past is given below (Attach extra sheets, if necessary).

| Year | Name of Work/ Assignment | Name of Client with Contact details | Contract No. and Date | Value of Contract in INR | Date Completed | Nature of Litigation | Final Award |
|---|---|---|---|---|---|---|---|
| | | | | | | | |
| | | | | | | | |

7. I / We confirm that all the registrations submitted are under operation presently and shall be used for all related activities.

**Note:**

Tenderer shall fill in this Form in the format provided above. No alterations to its format shall be permitted, and no substitutions shall be accepted.

**Signature of Tenderer with Date and Official Seal**

**(Name and Designation)**
**Duly authorized to sign the Tender on behalf of**
**(Name & address of the Tenderer and Seal of the Company**

## Tech Form – 3 Technical Capacity of the Tenderer

*[To be submitted on the letterhead of the Tenderer]*
*In case of Consortium, information to be provided separately for each member]*

| Sl No | Financial Year | Name, Address & Telephone No: of the Client | * Place of Display | Advertisement Displayed (in Nos) in single contract | Details of proof submitted (Work Order / Completion certificate) | Duration of Services Provided | | Amount of Agreement (in INR Lakhs) |
|---|---|---|---|---|---|---|---|---|
| | | | | | | Start Date (Month/ Year) | Completion Date (Month/ Year) | |
| | | | | | | | | |
| | | | | | | | | |
| | | | | | | | | |

*[Insert as many rows as required for accommodating the Client list]*
** Mention place of display (Airports/Bus stands/Railway stations/Metro stations/Bus stops/ Public transports etc.*

**General Instructions:**

1. The Service cited must comply with the eligibility criteria specified in Clause 4.1 (A) of the ITT.
2. Along with the above format and information, the Tenders for demonstrating the Technical Capacity as provided in Clause 4.1 (A) of the ITT is required to submit the supporting documentary proofs as provided at **Tech Form- 8 for above details**.
3. The list above is indicative only, Tenderer(s) may attach more documents a required to showcase its past performance.

**Signature of Tenderer with Date and Official Seal**

**(Name and Designation)**
**Duly authorized to sign the Tender on behalf of**
**(Name & address of the Tenderer and Seal of the Company**

***Note:***

It may be noted that in the absence of any detail from the certificates, the information would be considered inadequate and could lead to exclusion of the relevant service in evaluation of experience criteria.

**Tech Form - 4 Financial Capacity of the Tenderer**

*[To be submitted on the letterhead of the Tenderer]*
*In case of Consortium, information to be provided only of the Lead Member]*

| **Turnover in (INR Cr.)** | | | | | |
|---|---|---|---|---|---|
| **FY 2019-20** | **FY 2020-21** | **FY 2021-22** | **FY 2022-23** | **FY 2023-24** | *** Average Annual Turnover from FY_____ and FY_____** |
| | | | | | |

** Out of Five years, select two years from which the average annual turnover is INR 5.5 Crores or above.*

**Instructions**:

1. The Tenderer should provide details of its own Financial Capacity duly certified by its Statutory Auditor / Chartered Accountant.
2. Year 1 will be the latest completed financial year, preceding the last date for submission of Tender. Year 2 shall be the year immediately preceding Year 1 and so on. In case the last date for submission of Tenders falls within three months of the close of the latest financial year, it shall ignore such financial year for the purposes of its Tender and furnish all its information and certification with reference to the five years preceding its latest financial year.
3. Along with the above format and information, the Tenderer(s) for demonstrating the Financial Capacity as provided in Clause 4 (B) of the ITT should furnish the supporting documentary proofs along with the Certificate from Statutory Auditor / Chartered Accountant for Financial Capacity of the Tenderer in the following format.

**Format for Certificate from Statutory Auditor/ Chartered Accountant for Financial Capacity of the Tenderer**

*[To be submitted on the Letterhead of the Statutory Auditor/ Chartered Accountant]*

We have verified the relevant statutory and other records of M/s _____ [Name of the Tenderer], and certify that the Average Annual Turnover from FY_____and FY_____ in the last five completed financial Year is as follows:

| **Turnover in (INR Cr.)** | | | | | |
|---|---|---|---|---|---|
| **FY 2019-20** | **FY 2020-21** | **FY 2021-22** | **FY 2022-23** | **FY 2023-24** | *** Average Annual Turnover from FY_____and FY_____** |
| | | | | | |

This certificate is being issued to be produced before Chief Traffic Manager (Com), BMTC in response to the tender for Granting of Sole Advertisement Rights for display of advertisements on 221 Sq ft of 225 A/C BUSES (PACKAGE-7).

**Place:** **Seal and Signature of the**
**Statutory Auditor/ Chartered Date:** **Accountant clearly**
**indicating his/her membership number**

**Tech Form - 5 Statement of Authorization to submit Tender Document**

*[To be provided on the letterhead of the Tenderer]*

- *In case of Consortium, to be submitted by the Lead Member only on the letter head*

Ref. Date:

To,
**The Chief Traffic Manager (Com),**
Bengaluru Metropolitan Transport Corporation,
K H Road, Shanthinagar, Bengaluru – 560 027

Dear Sir,

**Sub**: **Tender for Selection of Licensee for Granting of Advertising Rights for Displaying Advertisements on 221 Sq FT OF 225 A/C BUSES (PACKAGE-7).**

We hereby confirm that we satisfy the terms and conditions laid out in the Tender Document.

We have agreed that …….. (Insert individual's name) will act as our representative and has been duly authorized to submit the Tender Document. Further, the authorised signatory is vested with requisite powers to furnish such letter and authenticate the same.

Thanking you,

Yours faithfully,

**Signature, Name and Designation of the Authorised Signatory**

**For and on behalf of_____**

**Tech Form – 6 Power of Attorney for Signing of Tender**

*[To be submitted by the Tenderer on Non-Judicial Stamp Paper of appropriate value*
*In case of Consortium, to be submitted by the Lead Member only]*

Know all men by these presents, We, _____ (name of the firm and address of the registered office) do hereby irrevocably constitute, nominate, appoint and authorise Mr. / Ms (Name), son/daughter/wife of _____ and presently residing at _____, who is [presently employed with us and holding the position of _____], as our true and lawful attorney (hereinafter referred to as the "**Attorney**") to do in our name and on our behalf, all such acts, deeds and things as are necessary or required in connection with or incidental to submission of our Tender for "**Selection of Licensee for Granting of Advertising Rights for Displaying advertisements on 221 Sq ft of 225 A/C BUSES(PACKAGE-7)**", proposed by the Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation (the "**Licensor**") including but not limited to signing and submission of all applications, Tenders and other documents and writings participate in Tenderer's pre-bid conferences and providing information/responses to the Licensor, representing us in all matters before the Licensor, signing and execution of all contracts including the License Agreement and undertakings consequent to acceptance of our Tender, and generally dealing with the Licensor in all matters in connection with or relating to or arising out of our Tender for the said Service and/or upon award thereof to us and/or till the entering into the License Agreement with the Licensor.

AND we hereby agree to ratify and confirm and do hereby ratify and confirm all acts, deeds and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, deeds and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us.

IN WITNESS WHEREOF WE, _____, THE ABOVE NAMED PRINCIPAL HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS _____ DAY OF _____, 20**.

For_____
(Signature)
(Name, Title and Address)

Witnesses:

Accepted [Notarised]
(Signature)
(Name, Title and Address of the Attorney)

*Notes:*
*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Tenderer.*

**Power of Attorney for Lead Member of Consortium**

*[To be executed and submitted by the member of the Consortium (in case of Consortium only) on Stamp paper of appropriate value)*

Whereas the Bengaluru Metropolitan Transport Corporation (**"Client"**) has invited Tenders from eligible parties for "**Selection of Licensee for Granting of Advertising Rights for Displaying advertisements on 221 Sq ft of 225 A/C BUSES(PACKAGE-7).**", (the **"Project"**).

Whereas, ……., ……., and ……. (collectively the "**Consortium**") being Members of the Consortium are interested in bidding for the Project in accordance with the terms and conditions of the Tender document and other connected documents in respect of the Project,

AND
Whereas, it is necessary for the Members of the Consortium to designate one of them as the Lead Member with all necessary power and the Authority to do for and on behalf of the Consortium, all acts, Agreements and things as may be necessary in connection with the Consortium's Tender for the Project and its execution.

NOW THEREFORE KNOW ALL MEN BY THESE PRESENTS

We, ……. having our registered office at ……., and M/s. ……. having our registered office at ……., (hereinafter collectively referred to as the "**Principals**") do hereby irrevocably designate, nominate, constitute, appoint and authorize M/s ……. having its registered office at ……., being one of the Members of the Consortium, as the Lead Member and true and lawful attorney of the Consortium (hereinafter referred to as the "**Attorney**"). We hereby irrevocably authorize the Attorney (with power to sub-delegate) to conduct all business for and on behalf of the Consortium and any one of us during the bidding process and, in the event the Consortium is awarded the Service, during the execution of the Project and in this regard, to do on our behalf and on behalf of the Consortium, all or any of such acts, Agreements or things as are necessary or required or incidental to the pre-qualification of the Consortium and submission of its Tender[s] for the Project, including but not limited to signing and submission of all applications, Tenders and other documents and writings, participate in Pre-bid conferences, respond to queries, submit information/ documents, sign and execute contracts and undertakings consequent to acceptance of Tender of the Consortium and generally to represent the Consortium in all its dealings with the Licensor, and/ or any other Government Agency or any person, in all matters in connection with or relating to or arising out of the Consortium's Tender[s] for the Project and/ or upon award thereof till the License Agreement is entered into with the Licensor.

AND hereby agree to ratify and confirm and do hereby ratify and confirm all acts, Agreements and things lawfully done or caused to be done by our said Attorney pursuant to and in exercise of the powers conferred by this Power of Attorney and that all acts, Agreements and things done by our said Attorney in exercise of the powers hereby conferred shall and shall always be deemed to have been done by us/ Consortium.

IN WITNESS WHEREOF WE THE PRINCIPALS ABOVE NAMED HAVE EXECUTED THIS POWER OF ATTORNEY ON THIS ..... DAY OF .....2024

For ..... (Signature) ..... (Name & Title)
For ..... (Signature) ..... (Name & Title)

Witnesses:

.....
(Executants)
(To be executed by all the Members of the Consortium)

[Notarised]

***Notes:***
*The mode of execution of the Power of Attorney should be in accordance with the procedure, if any, laid down by the applicable law and the charter documents of the executant(s) and when it is so required, the same should be under common seal affixed in accordance with the required procedure.*

*Also, wherever required, the Tenderer should submit for verification the extract of the charter documents and documents such as a board or shareholders' resolution/power of attorney in favour of the person executing this Power of Attorney for the delegation of power hereunder on behalf of the Lead Member.*

**Tech Form – 7 Undertaking**

*[To be typed on the Tenderer(s)/ Lead Member's Letter Head, duly signed & stamped]*

**Sub: Tender for Selection of Licensee for Granting of Advertising Rights for Displaying Advertisements on 221 Sq FT OF 225 A/C BUSES (PACKAGE-7)**

**UNDERTAKING**

1. I/ We_____ [mention the name of the Tenderer / Lead Member of the Consortium] do hereby confirm/agree the following points with reference to the above displaying advertisement, if the Letter of Allotment is provided to us.

2. I/We confirm and state that no statutory dues with respect to advertisement are recoverable from me/us by any Government agency or Autonomous Body or Semi Government organization of Central or State Government.

3. I/We do hereby undertake that I/We have not left any project incomplete and have also not surrendered any projects before the completion of period of the contract.

4. I /We further undertake to follow all the terms & conditions as mentioned in the tender document & also the terms & condition as mentioned in the KTPP Act and other laws for the time being in force.

5. I / We also undertake not to display any advertisement which is objectionable in the eyes of law and which may attract objection from the public.

6. I/We have all valid registration/Licenses to conduct the Bus Advertisement business from concerned authorities as per law or I/We shall get registered within 15 days from the date of issue of LOA, failing which the Client may cancel the LOA and forfeit our EMD amount *[Kindly insert appropriately]*

Yours Faithfully,

**Date:** **(Signature of the Authorised Signatory)**

**Place:** **Name and seal of Tenderer**

**Tech Form – 8 Checklist of Documents**

| Sl No | Reference Clause | Heading | Documentary Proofs | Submitted YES/NO |
|---|---|---|---|---|
| 1 | 3.2 (i) | Eligibility Criteria of the Tenderer | i. A **Proprietorship firm** should furnish self-declaration or self-certificate supported by PAN in the proprietor name, PAN<br>OR<br>ii. A **Partnership firm** or a limited liability partnership firm should submit copy of registration certificate, PAN<br>OR<br>iii. A **Company** should furnish copy of the certificate of incorporation and memorandum of association, PAN<br>OR<br>iv. A registered **Society** should furnish a copy of PAN, and registration certificate as a proof of identity | |
| 2 | 3.2 (iii) | Details of Registration | Furnish a copy of the following valid registration certificate issued by the concerned authority<br>a. Registration under GST.<br>b. Permanent Account Number (PAN) | |
| 3 | 3.1 | Not Black Listed | The Tenderer Should Submit Self Declaration Certificate Stating that he has not been Black Listed. | |
| 4 | 4 (A) | Technical Capacity Demonstration | Furnish a copy of the following documents<br>Certificate certifying that Tenderer has undertaken similar services in any One year out of the last five completed Financial Years in the format provided at **Tech Form-3**<br><br>Work Order / Completion Certificate | |
| 5 | 4 (B) | Financial Capacity Demonstration | Furnish a copy of the following documents<br>Audited balance sheets, financial statements for any Two years out of the last five Financial Years. The financial statements shall:<br>i. Reflect the financial situation of the Tenderer;<br>ii. Be audited by a Statutory Auditor/ Chartered Accountant;<br>iii. Be complete, including all notes to the financial statements; and<br>iv. Correspond to accounting periods | |

| | | | | |
|---|---|---|---|---|
| | | | already completed and audited (no statements for partial periods shall be requested or accepted).<br>a) Chartered Accountant/ Statutory Auditor's certificate certifying the average annual turnover for any Two years out of the last five Financial Years in the format provided at **Tech Form-4**. | |
| 6 | | All Tech Forms and other supporting documents | All Tech Forms and other required supporting documents as mentioned in the tender document. | |

**Fin Form- Format for Financial Tender**

*(Format not to be submitted on Karnataka Public Procurement Portal)*

1. The Tenderer(s) are required to submit the financial tender in terms of lump sum per month for the whole services as described in Clause 1 of the ITT in the slot provided on the Karnataka Public Procurement Portal.
2. The breakup of the total License Fee per month shall be provided considering the following table in the slot of Karnataka Public Procurement Portal

| **SL No.** | **Particular** | **Amount in Rs.** |
|---|---|---|
| 1 | License Fee per Bus per Month | A |
| 2 | GST @_____% | B |
| 3 | License Fee per Bus per Month including GST | (A + B) |
| 4 | Number of Buses | No of Buses |
| 5 | **Total License Fee per month (License Fee)** | **No of Buses * (A +B)** |

**Note:**

1. GST shall be paid at the applicable rates.
2. If there is any variation (increase/decrease) in the rates of GST during the License Period, same will be considered while making the payments.
3. For the purpose of evaluation the Total License Fee per month i.e., (No of Buses *** (A +B)**) as quoted in the above table by the Tenderer will be considered for the purpose of evaluation. In case of any variation (increase/decrease) in the number of buses, the License Fee shall be fixed on pro-rata basis.
4. The License Fee quoted by the Tenderer shall be inclusive of all levies, taxes, duties, overheads and incidental services and including GST for the whole services as described in Clause 1 of the ITT.
5. The License Fee has to be quoted rounding off to nearest two decimal places only so as to match the total amount or closest to the total amount.
6. Submission of “Nil” License Fee, Negative Fee/ shall be rejected as non-responsive.
7. Before submission of the Financial Tenders, the Tenderer should ensure that the License Fee quoted is correct and final. Any grievances at the later stage giving the reasons of typographical error etc. will not be entertained.
8. The License Fee quoted on the Karnataka Public Procurement Portal shall be final and the Licensor shall evaluate the Tenders accordingly.

**Note:**

**The Financial Proposal form FIN FORM shall not be uploaded on the Karnataka Public Procurement portal. However, the same would need to be submitted by the Selected Tenderer to the Licensor on issue of LOA that shall form a part of Schedule B of the License Agreement to be executed with the Licensor.**

## SECTION IV: GENERAL CONDITIONS OF LICENSE AGREEMENT (GCLA)

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## FORM OF LICENSE AGREEMENT

This Agreement (hereinafter called the **"License Agreement"**) is made on the _____ day of the month of _____, 20___.

BY AND BETWEEN

Bengaluru Metropolitan Transport Corporation having their office at Traffic & Transit Management Centre, K H Road, Shanthinagar, Bengaluru - 560027 (hereinafter referred to as "BMTC" or "**Licensor**") represented by Chief Traffic Manager (Com) which shall, unless it be repugnant to the subject or context thereof, include its successors and permitted assigns) of the ONE PART;

AND

M/s. _____, having its registered office at _____ OR the Consortium of M/s. _____, having its registered office at _____ (Lead Member) M/s. _____, having its registered office at _____ (Other Member) [in case of Consortium (hereinafter referred to as **"Licensee**") represented by *[Name of the Authorized Signatory], [Designation]* which expression shall, unless it be repugnant to the subject or context thereof, mean and include its successors and permitted assigns) of the OTHER PART;

(Licensor and Licensee are hereinafter collectively, as the context may permit, referred to as the "Parties" and individually as the "Party".)

WHEREAS

a. The Licensor has invited the Licensee to undertake Displaying Advertisements on 221 Sq ft of 225 A/C BUSES as defined in the General Conditions of License Agreement attached to this License Agreement (hereinafter called the "**Services**");
b. The Licensee, having represented to the Licensor that they have the required professional skills, and personnel and required resources, have agreed to provide the Services on the terms and conditions set forth in this License Agreement for a License Fee of INR.____/- ( Rupees _____Only) as set out in Schedule B (hereinafter called as the "**License Fee**");

NOW THEREFORE the parties hereto hereby agree as follows:

1. The following documents attached hereto shall be deemed to form and be read and construed an integral part of this License Agreement:
   a. The General Conditions of License Agreement (hereinafter called "GCLA");
   b. The Special Conditions of License Agreement (hereinafter called "SCLA");
   c. The following Appendices:
      Schedule A: Scope of Services
      Schedule B: Breakdown of License Fee
      Schedule C: Notification of Award/Letter of Allotment
      Schedule D: Schedule of License Fee Payment
      Schedule E: Tender Document, any modification, addendum, corrigendum pre-bid meeting proceedings

2. The mutual rights and obligations of the Licensor and the Licensee shall be as set forth in the License Agreement, in particular:

   a. The Licensee shall carry out the Services, make payments to the Licensor in accordance with the provisions of the License Agreement; and
   b. the Licensor shall provide all necessary support to the Licensee for providing the necessary Services in accordance with the provisions of the License Agreement.

3. Bangalore Metropolitan Transport Corporation has accepted their highest offer as aforesaid vide letter of acceptance No:BMTC:CO:TR:COM:ADVT: :2024-25 Dated: . .2024.

   It is agreed that the Earnest Money Deposit of ₹ _____/- ( ) paid during the tender through e- payment URN GOK _____ accounted under BMTC receipt no:_____ Dated :_____ shall be treated as the part of Security Deposit. The balance three months Security Deposit of ₹ _____/- is paid in the form of RTGS under BMTC receipt No:_____ & Date _____ . The licensor grants license to licensee and authorizes him to use the said space subject to the conditions herein appearing for a period of 14 months commencing from _____ to _____.

4. There shall be **annual escalation** of 5(Five) % every calendar year w.e.f. 1st of January every year over the license fee of the previous year. However, in the first Year the escalation in the license fee shall be limited @ 0.5% per month for every completed month up to 31st December subject to maximum of 5 %.

IN WITNESS WHEREOF, the Parties hereto have caused this License Agreement to be signed in their respective names as of the day and year first above written.

FOR AND ON BEHALF OF BMTC

By_____
(Signature and Designation of the Authorized Representative of the Licensor)

FOR AND ON BEHALF OF
[NAME OF LICENSEE]

By_____
(Signature and Designation of the Authorized Representative of the Licensee)

**Witness:** **Witness:**

**1.** **1.**

**2.** **2.**

## GENERAL CONDITIONS OF LICENSE AGREEMENT

## ARTICLE 1 – DEFINITIONS AND INTERPRETATION

### Definitions

In this License Agreement, the following words and expressions shall, unless repugnant to the context or meaning thereof, have the meaning hereinafter respectively ascribed to them hereunder:

**"Affected Party"** shall mean the Party claiming to be affected by a Force Majeure Event in accordance with Clause 7.

**"Applicable Law"** means all laws in force and effect as of the date hereof and which may be promulgated or brought into force and effect hereinafter in India including judgements, decrees, injunctions, writs or orders of any court of record, as may be in force and effect during the subsistence of this License Agreement and applicable to the Project / the Parties in relation to the Project.

**"Applicable Permits"** means all clearances, permits, authorisations, consents and approvals required to be obtained or maintained by the respective Parties under the Applicable Laws, in connection with the displaying advertisement if any, during the subsistence of this License Agreement.

**"Authorized Representatives"** means the officials of the Licensor and the Licensee authorised to take any action required or permitted to be taken, and any document required or permitted to be executed, under this License Agreement by the Licensor or the Licensee as specified in the Special Conditions of License Agreement.

"**Calendar Year**" means the period commencing from January 1st of any given year to December 31st of the same year.

**"Completion Certificate"** shall mean the certificate issued by the Licensor certifying, inter alia, that

i. The Licensee has completed the execution of Project as per the approved Project Implementation Plan, and the same is safe for operations.

ii. The Licensee has obtained all approval necessary to commence commercial operations of the Project.

**"Consortium"** means the entities constituting a consortium (the "Consortium") for the purposes of jointly executing the Project.

**"Due Date"** means the due date for payment of Fee as set out in Clause 7.1 of this License Agreement.

**"Effective Date"** means the date of signing of this License Agreement as specified in SCLA.

**"Expiry"** means expiry of this License Agreement by efflux of time at the end of License Period or Termination Date from the Effective Date, as the case may be**.**

"**Expiry Date**" means the date on which Expiry occurs.

**"Financial Year"** means the period commencing from April 1 of any given year to March 31 of the succeeding year.

**"Force Majeure"** or **"Force Majeure Event"** means an act, event, condition or occurrence as specified in Article 8.

"**GCLA**" means these General Conditions of License Agreement.

**"Gestation Period"** means the period from the Effective Date as indicated in clause 7.1.2 which is the time period provided to the Licensee for undertaking preparatory works for displaying advertisement on buses.

**"Government Agency"** shall mean Government of India, Government of Karnataka or any state government or governmental department, commission, board, body, bureau, agency, authority, instrumentality, court or other judicial or administrative body, central, state, or local, having jurisdiction over the Licensee, the Project Facilities or any portion thereof, or the performance of all or any of the services or obligations of the Licensee under or pursuant to this License Agreement.

**"Lead Member"** means the Member of the Consortium who is authorised to receive all instructions and be accountable on behalf of the Consortium.
**"License"** shall have the meaning ascribed thereto in Clause 3.1 of this License Agreement

**"Licensee"** is the Successful Tenderer to whom the Licensor has provided rights to perform the scope of services in accordance with this License Agreement.

"**Licensor**" means Chief Traffic Manager (Com), Bengaluru Metropolitan Transport Corporation, Bengaluru.

"**License Fee"** shall have the meaning ascribed thereto in Clause 6.1 of this License Agreement

**License Agreement"** means this agreement, the schedules, annexure hereto and includes any amendments hereto made in accordance with the provisions hereof.

**"License Period"** means the period of this Agreement as described in Clause 3.2 of this License Agreement

**"Material Adverse Effect"** means a material adverse effect on (a) the ability of the Licensee to exercise any of its rights or perform/discharge any of its duties/obligations under and in accordance with the provisions of this License Agreement and/or (b) the legality, validity, binding nature or enforceability of this License Agreement.

**"Material Breach"** means a breach by either Party of any of its obligations under this License Agreement which has or is likely to have a Material Adverse Effect on the Project and which such Party shall have failed to cure. Material Breach shall mean and include the following:

a. Failure by the Licensee to procure the requisite permits, approvals & insurance in accordance with this License Agreement;
b. Failure by the Licensee to submit the Security Deposit in accordance with the terms and conditions of this License Agreement;
c. Failure by the Licensee to comply with any instructions or orders of the Licensor made under this License Agreement;
d. The direct or indirect assignment of any rights, interest or obligations in this License Agreement, by the Licensee in violation of any terms of this License Agreement;
e. Failure by the Licensee to observe or perform any of the Licensee's undertakings, obligations, rights, duties, covenants or any failure to abide by any of the provisions of this License Agreement resulting in Material Adverse Effect on the Project and which such Party have failed to cure.

**"Other Member"** means the other member of the Consortium.

**"Person"** shall mean (unless otherwise specified or required by the context), any individual, company, corporation, partnership, joint venture, trust, society, sole proprietorship, unincorporated organization, government or Government Agency or any other legal entity.

**"Preliminary Notice"** means the notice of intended Termination by the Party entitled to terminate this License Agreement to the other Party setting out, inter alia, the underlying Event of Default.

**"Project"** means and includes carring activities in the scope of services(Schedule A) and all activities incidental thereto (the "**Project**")

**"Rights"** shall have the meaning ascribed thereto in Clause 3.1 of this License Agreement.

"**SCLA**" means the Special Conditions of License Agreement by which these General Conditions of License Agreement may be amended or supplemented.

**"Security Deposit"** means a monetary guarantee to be furnished by the successful Tenderer or Licensee in the form prescribed for the due performance of the License Agreement.

**"Tax"** shall mean and include all taxes including State & Central Goods and Service tax, fees, cess, duties (including stamp duties, property tax), levies that may be payable by the Licensee for execution of this License Agreement and during the License Period under Applicable Law.

**"Termination"** means early termination of this License Agreement pursuant to Termination Notice or otherwise in accordance with the provisions of this License Agreement but shall not, unless the context otherwise requires, include Expiry.

**"Termination Date"** means the date specified in the Termination Notice as the date on which Termination occurs.

**"Termination Notice"** means the notice of Termination by either Party to the other Party, in accordance with the applicable provisions of this License Agreement.

### 1.2 Interpretation

In interpreting the conditions in this License Agreement, singular also means plural, male also means female or neuter, and the other way around. Headings have no significance. Words have their normal meaning under the language of this License Agreement unless specifically defined. The documents forming part of the License Agreement shall be interpreted in the following order of priority:

a) This License Agreement along with Schedules as amended from time to time;

b) Financial Tender of the Selected ( refer Schedule B);

c) Letter of Allotment (refer Schedule C);

d) Tender Document with all Clarification/Corrigendum/Addendum to the Tender Document, if any ( refer Schedule D);

## ARTICLE 2 – SCOPE OF THE PROJECT

### 2.1 Scope of the Project

The scope of the Project (the **"Scope of the Project")** shall mean and include, during the License Period:

Performance and fulfilment of all other obligations in accordance with the provisions of this License Agreement and matters incidental thereto or necessary for the performance of any or all obligations under this License Agreement.

## ARTICLE 3 – LICENSE

### 3.1 Grant of Rights

Subject to and in accordance with the terms and conditions set forth in this License Agreement, the Licensor hereby grants and authorizes the Licensee the right to display advertisement on 221 Sq ft of 225 A/C BUSES (PACKAGE-7) as per the provisions of this License Agreement and to exercise and/or enjoy the rights, powers, benefits, privileges, authorisations and entitlements as set forth in this License Agreement ("**License**") and to hand back the rights in accordance with Article 10 on the Expiry Date or the Termination Date as the case may be.

### 3.2 License Period

The tenure of the License shall be for a period as specified in SCLA commencing from Effective Date and ending on the Expiry Date ("the **License Period**").

Provided that in the event of Termination, the License Period shall mean and be limited to the period commencing from the Effective Date and ending with the Termination Date.

### 3.3 Acceptance of License

In consideration of the License, privileges and benefits conferred upon by the Licensor and other good and valuable consideration expressed herein, the Licensee hereby accepts the License, agrees and undertakes to perform/discharge all of its obligations in accordance with the provisions of this License Agreement.

## ARTICLE 4 – DELETED.

## ARTICLE 5 – OBLIGATIONS OF THE LICENSEE

In addition to and not in derogation or substitution of any of its other obligations under this License Agreement, the Licensee shall have the following obligations:

### 5.1 Security Deposit

a. The Licensee has furnished to the Licensor a Security Deposit for an amount stated in the SCLA of this License Agreement. The Licensor will refund the Security Deposit without any interest after deducting any amounts due to the Licensor by the Licensee on account of any default in payments and in case of no dispute, within 6 (six) months after the expiry of this License Agreement/termination. The Licensee has to replenish Security Deposit every year considering the escalation of the License Fee every year over the previous year's License Fee on compounding basis. The Security Deposit shall be appropriated against breach of this License Agreement or for recovery of Licensee Fee/ Penalty.

b. The Licensor shall, without prejudice to its other rights and remedies hereunder or in law, be entitled to encash and appropriate the relevant amounts from the Security Deposit as damages from the Licensee for following reasons.
   i. Upon occurrence of a Licensee's Event of Default,
   ii. For recovery of License Fee in case of default in payment
   iii. For recovery of any amount imposed as a penalty by the Licensor for irregularities committed by the Licensee.
   iv. For recovery of any amount, which the Licensor becomes liable to pay Third party because of any default of the Licensee or any of his servant/agent.
   v. For recovery of any payment/fine made by the Licensor under the order/judgment of any court/consumer forum or law enforcing agency or any person working on his behalf due to any default of the Licensee's or any of his servant/agent.
   vi. For recovery of any payment from Licensee due to the Licensor under this License Agreement.

c. The Licensee shall pay all amounts due to the Licenser including penalties along with monthly Licensee Fee**.** In case, the total due amount payable to the Licensor exceeds 3 (three) times the License Fee at any time during the License Period, the Licensor shall

be entitled to terminate this License Agreement and recover all pending dues payable by the Licensor from the Security Deposit.

d. If this License Agreement expires or is Terminated due to any event other than a Licensee Event of Default, the Security deposit shall subject to the Licensor's right to receive amounts from the Licensee, if any, under this License Agreement, be duly discharged and released to the Licensee without any interest within 6 (six) months from the date of expiry of this License Agreement or Termination

**5.2 General Obligations**

Subject to and on the terms and conditions of this License Agreement, the Licensee shall at its own cost and expense:

(a) Ensure that the 221 Sq ft of the buses are not used for any other purpose not related to Project.

(b) Ensure no Prohibited Activities as per the prevailing Applicable Laws, rules and regulations shall be carried out

(c) Obtain Applicable Permits that are deemed necessary for the Project and keep in force in conformity with the Applicable Laws.

(d) Pay all taxes, service charges and charges direct or indirect incidental thereof, relating to the execution of the License Agreement

(e) Make efforts to maintain harmony and good industrial relations among the personnel employed in connection with the performance of its obligations under this License Agreement and shall be solely responsible for compliance with all labour laws and solely liable for all possible claims and employment related liabilities of its staff employed in relation with the Project. The Licensee shall indemnify the Licensor against any claims, damages, expenses or losses in this regard and in no case the Licensor shall be treated as employer;

(f) BMTC is not responsible for the advertisement posted/ displayed on the buses.

**5.3 Specific Obligations**

(a) The Licensee shall ensure that there will not be any employment of children during the License Period for the purpose of the Project or any work that deprives children of their childhood, interferes with their ability to attend regular school, and that is mentally, physically, socially or morally dangerous and harmful.

(b) Sub-leasing is not permitted and if found, the license is liable for termination by forfeiting the Security Deposit.

**5.4 Non Liability**

The Licensee is completely responsible for Safety of his employees inside the premises of Licensor. The Licensee shall bear any Legal liability arising out of accidents and personnel causalities of his Employees and Licensor shall have no Liability.

**5.5 No Breach of Obligations**

The Licensee shall not be considered to be in breach of its obligations under this License Agreement nor shall it incur or suffer any liability if and to the extent performance of any of its obligations under this License Agreement is affected by or on account of any of the following:

i. Force Majeure Event, subject to Article 8 and

ii. The Licensor Event of Default.

## ARTICLE 6 – OBLIGATIONS OF THE LICENSOR

In addition to and not in derogation or substitution of any of its other obligations under this License Agreement, the Licensor shall have the following obligations:

### 6.1 Specific Obligations

The Licensor shall provide in a timely manner all such authorizations which the Licensee may require or is obliged to seek from the Licensor under this License Agreement, in connection with implementation of the Project and the performance of its obligations.

### 6.2 General Obligations

a. The Licensor shall where appropriate provide necessary assistance to the Licensee in securing Applicable Permits.

b. Observe and comply with all its obligations set forth in this License Agreement.

c. The Licensor reserves the right to intervene at any point throughout the License Period for all administrative, operation and maintenance activities.

## ARTICLE 7 – FEE PAYMENT

**License Fee**

7.1.1 In consideration of the Rights hereby granted, the Licensee shall pay to the Licensor a License Fee as provided in SCLA ("**License Fee**") commencing from the date of completion of Gestation period and thereon for rest of the License Period.

7.1.2 The Gestation period is for 1 month from Effective Date **("Gestation Period**"). The License Fee will commence from end of the gestation period or Licensee starts advertising on buses whichever is earlier. The License Fee should be paid on successful completion of the month on or before 5$^{th}$ of the next month (Subsequent Month) throughout the License Period (the "**Due Date**"). The License Fee shall be escalated as indicated in the SCLA every year.

7.1.3 The Licensee shall not be entitled to seek any reduction of License Fee, claim, damages, compensation or any other consideration from the Licensor on account of any reason.

7.1.4 Any delay in payment of the License Fee and GST shall attract an interest for the delayed period at the rate of 18% (Eighteen per cent) per annum on the outstanding amount, which shall be due from the date of such payment till the amount is realized by the Licensor.

7.1.5 Any delay in payment of License Fee beyond a period of 90 (*Ninety) days from the due date of such payment, the Licensor shall be entitled to terminate this License Agreement and forfeit the Security Deposit and appropriate the Security Deposit amount, if subsisting.

7.1.6 If the Due is more than three months of Licensee fee, same amount will be adjusted from the Security deposit. Balance Security deposit amount should be replenished by Licensee within Fifteen Days other wise action to be initiated to terminate the license and forfeit the security deposit.

7.1.7 The Licensee shall pay all the applicable RTO Fee, Advertisement Tax and any other applicable Fee with regard to display of advertisement.

### 7.2 Mode of Payment

The License Fee and any other payments to be made as per the terms of this License Agreement shall be paid by NEFT/ RTGS in favour of the Chief Accounts Officer, BMTC payable at Bengaluru and shall be sent sufficiently in advance to the address specified in SCLA so as to ensure realisation/ encashment thereof on or before Due Date or through wire transfer to be made in favour of the account details as specified in SCLA of this Licensee Agreement.

### 7.3 Penalties

The Licensee shall provide minimum level of services required as per contractual obligations based on performance indicators and measurements thereof. In case of any default in providing minimum levels of service, a penalty shall be levied. The service performance requirements and the applicable penalties in case of any defaults are outlined in the SCLA. The amount towards penalties shall be paid by the Licensee along with the monthly License Fee as additional amount. If the due amount exceeds 3 (three) times of the existing License Fee, the Licensor shall be entitled to terminate this License Agreement.

## ARTICLE 8 – FORCE MAJEURE

### 8.1 Force Majeure Event

Any of the which is beyond the control of the Party claiming to be affected thereby ("**Affected Party**") and which the Affected Party has been unable to overcome or prevent despite exercise of due care and diligence, and prevents the Affected Party from performing or discharging its obligations under this License Agreement, shall constitute Force Majeure Event. Such events may include but not limited to acts of the Licensor either in its sovereign or agreement capacity, war, hostilities, acts of the public enemy, sabotage, riots, civil disorder, earthquake, floods, fire, explosion, storm, revolution, epidemic, pandemic, quarantine restrictions and freight embargoes or other extreme adverse weather conditions, strikes, lockouts or other industrial action (except where such strikes, lockouts or industrial action are within the power of the Party invoking Force Majeure to prevent), confiscation or any other action by government agencies.

For the avoidance of doubt, it is clarified that any negligence in performance of Services which directly causes any breach of security like hacking /information breach aren't the forces of nature and hence wouldn't be qualified under the definition of "Force Majeure". In so far as applicable to the performance of Services, Licensee will be solely responsible to complete the risk assessment and ensure implementation of

adequate security hygiene, best practices, processes and technology to prevent any breach of security and any resulting liability there from (wherever applicable).

### 8.2 Notification Procedure for Force Majeure Event

8.2.1 The Affected Party shall notify the other Party of a Force Majeure event within seven (7) days of occurrence of such event. If the other Party disputes the claim for relief under Force Majeure it shall give the claiming Party written notice of such dispute within Fifteen (15) days of such notice. Such dispute shall be dealt with in-accordance with the dispute resolution mechanism as set out in Article 11.

8.2.2 Upon cessation of the situation which led the Party claiming Force Majeure, the claiming Party shall with in seven (7) days here of notify the other Party in writing of the cessation and the Parties shall as soon as practicable thereafter continue performance of all obligations under this License Agreement.

### 8.3 Termination Notice due to Force Majeure Event

In case of a Force Majeure Event, the Affected Party shall certify that this License Agreement has been frustrated and shall issue a Termination Notice setting out:

(a) In sufficient detail the underlying Force Majeure Event;

(b) An indicative Termination Date which shall be a date occurring not earlier than 30 (thirty) days from the date of occurrence of the Force Majeure Event;

(c) The measures which the Affected Party has taken or proposes to take to alleviate/mitigate the impact of the Force Majeure Event and to resume performance of such of its obligations affected thereby and

(d) Any other relevant information.

If the License Agreement is terminated due to Force Majeure, no Termination Payment shall be made by the Licensor to the Licensee. The Licensor shall however, release the Security Deposit after deducting such amounts due and recoverable (if any) by the Licensor. The Licensee shall be liable to pay the License Fee till the Termination Date.

### 8.4 Obligation of Parties

Following issue of Termination Notice by the Licensor, the Licensee shall promptly take all such steps as may be necessary or required to ensure that; the advertisements displayed on the Full Body of the buses are removed without causing any damage to the bus body and inconvenience to the normal functioning of the depot

### 8.5 Termination Payment

8.5.1 If Termination is due to a Force Majeure Event, described under Clause 8.1, the Licensor shall release the Security Deposit to the Licensee, if subsisting, The. Licensee shall remove all the advertisements and hand over to the Licenser without causing any damage to the bus body.

8.5.2 Save and except as expressly provided in this clause, neither Party shall be liable in any manner whatsoever to the other Party in respect of any loss, damage, costs, expense,

claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event or exercise of any right pursuant hereof.

### 8.6 Liability for Other Losses, Damages etc.

The Licensor shall not be liable to the Licensee for any lost revenue, lost profits or other incidental or consequential damages arising out of the performance of this License Agreement.

The Licensor to Licensee hereto shall not be liable in any manner whatsoever to the other Party in respect of any loss, damage, cost, expense, claims, demands and proceedings relating to or arising out of occurrence or existence of any Force Majeure Event.

## ARTICLE 9 – EVENTS OF DEFAULT AND TERMINATION

### 9.1 Events of Default

Event of Default means either Licensee Event of Default or the Licensor Event of Default or both as the context may admit or require.

### (a) Licensee Event of Default

Any of the following events shall constitute an event of default by the Licensee ("**Licensee Event of Default**") unless such event has occurred as a result of a Force Majeure Event or the Licensor Event of Default or any governmental action for reasons other than any breach, default or lapse on the part of the Licensee:

(i) The Licensee has failed to pay License Fee, penalty or any other dues payable to the Licensor in accordance with this License Agreement.
(ii) The Licensee altered the size of the advertisement already approved by Licensor.
(iii) The Licensee has displayed advertisements not approved by the Licensor or concerning other transport corporations, tobacco, liquor/alcoholic products, narcotics, obscene material, or otherwise offensive to good taste or against public sentiments or in contravention to prevailing rules and regulations issued by Government from time to time and other commercials which are prohibited under law.
(iv) The Licensee is in Material Breach of any of its other obligations under this License Agreement on account of its own acts of omission or commission and the same has not been remedied for more than 30 (Thirty) days;
(v) Any representation made or warranty given by the Licensee under this License Agreement is found to be false or misleading;
(vi) A resolution for voluntary winding up has been passed by the shareholders of the Licensee;
(vii) Any petition for winding up of the Licensee has been admitted and liquidator or provisional liquidator has been appointed or the Licensee has been ordered to be wound up by Court of competent jurisdiction, except for the purpose of amalgamation or reconstruction with the prior consent of the Licensor, provided that, as part of such amalgamation or reconstruction and the

amalgamated or reconstructed entity has unconditionally assumed all surviving obligations of the Licensee under this License Agreement.

(viii) The Licensee has abandoned or manifests intention to abandon the Project without the prior written consent of the Licensor.

(ix) The Licensee has unlawfully repudiated this License Agreement or has otherwise expressed an intention not to be bound by this License Agreement;

(x) The Licensee intends to terminate this License Agreement before the completion of 1 (one) year from the Effective Date.

**Termination due to Event of Default**

9.2.1 By the Licensor

(a) Termination due to Event of Default

The Licensor may terminate this License Agreement, by not less than 30 (thirty) days' written notice of termination to the Licensee, to be given after the occurrence of any of the events specified in paragraphs (i) through (x) of Clause 9.1(a) duly mentioning the date of effect of termination unless the default has occurred as a result of Force Majeure.

Without prejudice to any other right or remedy under this License Agreement, upon the occurrence of Event of Default, the Licensor shall be entitled to terminate this License Agreement by issuing a Preliminary Notice to Licensee.

(b) Termination Notice

If the Licensor having become entitled to do so decides to terminate this License Agreement pursuant to the preceding Clause .1 (a) it shall issue Termination Notice setting out:

(i) Sufficient details of the underlying Event of Default;

(ii) The Termination Date which shall be a date occurring not earlier than 30 (thirty) days from the date of Termination Notice;

(iii) The estimated termination payment including the details of computation thereof; and,

(iv) Any other relevant information.

(c) Obligation of Parties

Following issue of Termination Notice the Licensor, the Parties shall promptly take all such steps as may be necessary or required to ensure that;

(i) Until Termination the Parties shall, to the fullest extent possible, discharge their respective obligations so as to maintain the continued operation of the Project,

(ii) The termination payment, if any, payable by the Licensee in accordance with the following Clause .1 (e) is paid to the Licensor on the Termination Date and

(iii) All advertisements on 293 Sq ft of the buses are removed and handed back over to the Licensor by the Licensee on the Termination Date without causing any damage to the bus body and inconvenience to the normal functioning of the bus schedules / depot along with any payment that may be due by the Licensee to the Licensor.

(d) Withdrawal of Termination Notice

Notwithstanding anything inconsistent contained in this License Agreement, if the Licensee who has been served with the Termination Notice cures the underlying Event of Default to the satisfaction of the Licensor at any time before the Termination occurs, the Termination Date may be withdrawn by the Licensor.

(e) Termination Payments

Upon Termination of this License Agreement on account of Licensee's Event of Default, the Licensor shall be entitled to forfeit the Security Deposit amount immediately succeeding the Termination Date and appropriate the Security Deposit, if subsisting.

(f) Rights of the Licensor on Termination

1. Upon Termination of this License Agreement for any reason whatsoever, the Licensor have the power and authority to:

   (i) Enter upon and take back possession of the Project forthwith;

   (ii) Prohibit the License and any person claiming through or under the Licensee from dealing with the Project.

   (iii) Black list the Licensee.

2. Notwithstanding anything contained in this License Agreement, the Licensor shall not, as a consequence of Termination or otherwise, have any obligation whatsoever including but not limited to obligations as to compensation for loss of employment, continuance or regularization of employment, absorption or re-employment on any ground, in relation to any person in the employment of or engaged by the Licensee in connection with the Project, and the hand back of the Project by the Licensee to the Licensor shall be free from any such obligation.

9.2.2 By the Licensee

The Licensee may terminate this Contract, by giving not less than 90 (ninety) days' written notice to the Licensor, if the Licensor is in material breach of its obligations pursuant to this License Agreement and has not remedied the same within 45 (forty five) days (or such longer period as the Licensor may have subsequently approved in writing) following the receipt by the Licensor of the Licensee's notice specifying such breach.

Pursuant to the Licensee's notice to terminate this License Agreement, the Licensee shall be obligated to make all payments including License Fee to the Licensor under the Agreement till the Termination Date

9.3 Termination other than Event of Default / Force Majeure

a. Termination by Licensor: Licensor reserves the right to terminate the Licensee without giving any reasons, by giving one (1) month advance notice. SD shall be refunded after deducting dues, if any.

b. Termination by Licensee: Licensee may terminate the License by giving 3 months advance notice or by paying two months licensee fee, after completion of 1 year of License period. SD shall be refunded after deducting dues, if any.

## ARTICLE 10 – EXIT MANAGEMENT

The Licensee shall ensure the full and complete removal of advertisements displayed on 293 Sq ft of all buses immediately on expiry of License Agreement without causing any damage to the bus body and inconvenience to the normal functioning of the depot. If, however, any damage is caused to the bus body during the removal of the advertisement display by the Licensee, the cost of such damage shall be recovered from the Licensee or deducted from deposits made by the Licensee. The cost decided by Licensor shall be final in this regard.

## ARTICLE 11 – DISPUTE RESOLUTION

### 11.1 Amicable Settlement

The Parties shall use their best efforts to settle amicably all disputes (the "**Dispute**") excluding the excepted matters specified in the SCLA arising out of or in connection with this License Agreement or its interpretation.

### 11.2 Dispute Settlement

i. Any litigation arising out of the said contract would be restricted to the exclusive jurisdiction of Bengaluru City civil courts.

### 11.3 Performance during Dispute Resolution

Pending the submission of and/or decision on a Dispute; the Parties shall continue to perform their respective obligations under this License Agreement without prejudice to a final adjustment in accordance with such award.

## ARTICLE 12 – REPRESENTATIONS AND WARRANTIES

### 12.1 Representations and Warranties of the Licensee

The Licensee represents and warrants to the Licensor that:

(a) It is duly organised, validly existing and in good standing under the laws of India;
(b) It has full power and authority to execute, deliver and perform its obligations under this License Agreement and to carry out the transactions contemplated hereby;
(c) It has taken all necessary corporate and other action under Applicable Laws and its constitutional documents to authorise the execution, delivery and performance of this License Agreement;
(d) It has the financial standing and capacity to undertake the Project;
(e) This License Agreement constitutes its legal, valid and binding obligation enforceable against it in accordance with the terms hereof;
(f) There are no actions, suits, proceedings or investigations pending or to the Licensee 's knowledge threatened against it at law or in equity before any court or before any other judicial, quasi-judicial or other authority, the outcome of which may constitute Licensee Event of Default or which individually or in the aggregate may result in Material Adverse Effect;
(g) It has no knowledge of any violation or default with respect to any order, writ, injunction or any decree of any court or any legally binding order of any Government Agency which may result in Material Adverse Effect;
(h) It has complied with all Applicable Laws and has not been subject to any fines, penalties, injunctive relief or any other civil or criminal liabilities which in the aggregate have or may have Material Adverse Effect;

(i) Subject to receipt by the Licensor from the Licensee of any amount due under any of the provisions of this License Agreement, in the manner and to the extent provided for under the applicable provisions of this License Agreement all rights and interests of the Licensee in and to the Project shall pass to and vest in the Licensor on the Termination Date without any further act or deed on the part of the Licensee or the Licensor;

(j) No representation or warranty by the Licensee contained herein or in any other document furnished by it to the Licensor or to any Government Agency in relation to Applicable Permits contains or will contain any untrue statement of material fact or omits or will omit to state a material fact necessary to make such representation or warranty not misleading;

(k) Without prejudice to any express provision contained in this License Agreement, the Licensee acknowledges that prior to the execution of this License Agreement, the Licensee has after a complete and careful examination made an independent evaluation of the Project, and the information provided by the Licensor, and has determined to its satisfaction the nature and extent of risks and hazards as are likely to arise or may be faced by the Licensee in the course of performance of its obligations hereunder.

The Licensee also acknowledges and hereby accepts the risk of inadequacy, mistake or error in or relating to any of the matters set forth above and hereby confirms that the Licensor shall not be liable for the same in any manner whatsoever to the Licensee .

### 12.2 Representations and Warranties of the Licensor

The Licensor represents and warrants to the Licensee that:

(a) The Licensor has taken all necessary action to authorise the execution, delivery and performance of this License Agreement;

(b) This License Agreement constitutes the Licensor’s legal, valid and binding obligation enforceable against it in accordance with the terms hereof;

(c) There are no suits or other legal proceedings pending or threatened against the Licensor in respect of the Project.

**Obligation to Notify Change**

In the event that any of the representations or warranties made/given by a Party ceases to be true or stands changed, the Party who had made such representation or given such warranty shall promptly notify the other of the same.

## ARTICLE 13 – MISCELLANEOUS

### 13.1 Assignment and Charges

(a) The Licensee shall not assign in favour of any person this License Agreement or the rights, benefits and obligations hereunder save and except with prior consent of the Licensor.

### 13.2 Governing Law and Jurisdiction

This License Agreement shall be governed by the laws of India. The Courts at Bengaluru shall have jurisdiction over all matters arising out of or relating to this License Agreement.

### 13.3 Amendments

This License Agreement and the Schedules together constitute a complete and exclusive understanding of the terms of the License Agreement between the Parties on the subject hereof and no amendment, modification hereto shall be valid and effective unless agreed to by all the Parties hereto and evidenced in writing.

### 13.4 Notices

Unless otherwise stated, notices to be given under this License Agreement including but not limited to a notice of waiver of any term, breach of any term of this License Agreement and termination of this License Agreement, shall be in writing and shall be given by hand delivery, recognized courier, mail, telex or facsimile transmission Whatsapp and delivered or transmitted to the Parties at their respective addresses, mobile number set forth in SCLA.

### 13.5 Authorized Representatives

Any action required or permitted to be taken, and any document required or permitted to be executed, under this License Agreement by the Licensor or the Licensee may be taken or executed by the officials specified in the SCLA.

### 13.6 Severability

If for any reason whatsoever any provision of this License Agreement is or becomes invalid, illegal or unenforceable or is declared by any court of competent jurisdiction or any other instrumentality to be invalid, illegal or unenforceable, the validity, legality or enforceability of the remaining provisions shall not be affected in any manner, and the Parties shall negotiate in good faith with a view to agreeing upon one or more provisions which may be substituted for such invalid, unenforceable or illegal provisions, as nearly as is practicable. Provided failure to agree upon any such provisions shall not be subject to dispute resolution under this License Agreement or otherwise.

### 13.7 No Partnership

Nothing contained in this License Agreement shall be construed or interpreted as constituting a partnership between the Parties. Neither Party shall have any authority to bind the other in any manner whatsoever.

### 13.8 Language

All notices required to be given under this License Agreement and all communications, documentation and proceedings which are in any way relevant to this License Agreement shall be in writing and in English or Kannada language.

### 13.9 Exclusion of Implied Warranties etc.

This License Agreement expressly excludes any warranty, condition or other undertaking implied by law or by custom or otherwise arising out of any other agreement between the Parties and any representation by any Party not contained in a binding legal agreement executed by the Parties.

## SECTION V: SPECIAL CONDITIONS OF LICENSE AGREEMENT

### Supplements to Clauses in the General Conditions of License Agreement

The following SCLA are supplement to the GCLA and whenever there is a conflict, the provision herein shall prevail over those in the GCLA. The corresponding number of GCLA is given in the bracket.

| Clause Reference (GCLA) | Description |
|---|---|
| [1.1] | The Effective Date of the License Agreement shall be _____ *[Date of execution of License Agreement]* |
| [3.2] | The License Period shall be for a period of 24 months from Effective Date and extendable by 1 (One) year based on mutually agreeable terms and conditions. |
| [5.1] | Security Deposit amount shall be Six times of per month License Fee quoted by the Licensee. 50% of Security deposit to be paid in cash and remaining Security deposit to be Submitted in the form of Bank Guarantee. The Licensee can deposit the Security Deposit amount through online payment methods like NEFT/ RTGS in favour of the Chief Accounts Officer, BMTC payable at Bengaluru.<br>The Licensee has to replenish Security Deposit every year considering the escalation of 5% of the License Fee every year over the previous year's License Fee on compounding basis |
| [7.1] | The amount of License Fee is INR._____( Rupees _____ Only) as quoted in the Financial Tender in the (Karnataka Public Procurement Portal and as provided in Schedule B.<br>In the First month License Fee shall be Paid on prorata basis for the number of days payable. During the License Period, the License Fee payable shall be enhanced by 5% (Five per cent) every Calendar Year. First such enhancement shall be calculated @0.5% per month for each completed month(Partial days or even 1 day in a month is considered as one full completed month) in the First Calendar Year from Effective Date subject to a maximum of 5%. Subsequent enhancements shall be made on the first day of the first month of each Calendar Year throughout the License Period. |
| [7.2] | **RTGS/NEFT details**<br>Account Name:<br>Name of Bank:<br>Branch:<br>IFSC Code:<br>MICR Code: |
| [7.3] | **Penalties will be imposed on the Licensee for violation of terms and** |

<table>
<tr><th>Clause Reference (GCLA)</th><th>Description</th></tr>
<tr><td></td><td>
conditions of agreement as below. The Licensee shall pay the amount of penalty to the Licensor along with monthly Licensee Fee.
<table>
<tr><th>.Sl No</th><th>Details</th><th>Penalty</th></tr>
<tr><td>1.</td><td>Displaying advertisement on areas other than designated pre-approved permissible area of the bus.</td><td rowspan="2"></td></tr>
<tr><td>2.</td><td>Displaying advertisement on non-allotted bus</td></tr>
<tr><td>3.</td><td>Damage to bus body due to misuse/ mishandling of advertisement space/area</td><td>Rs.5,000 (Rupees Five Thousand only) per incident or the actual expense towards repair charges, whichever is higher.</td></tr>
<tr><td>4.</td><td>Displaying commercials concerning other transport corporations, tobacco, liquor/alcoholic products, narcotics, obscene material, or otherwise offensive to good taste or against public sentiments or in contravention to prevailing rules and regulations issued by Government from time to time and other commercials which are prohibited under law</td><td>a) For the first instance, penalty of Rs.5,000/- per bus (Rupees Five Thousand only)<br>b) For the second instance, penalty of Rs.10,000/- (Rupees Ten Thousand only).<br>c) If repeated for more than 2 times during the Agreement Period, the Licensor reserves the right to terminate and forfeit Security Deposit.</td></tr>
<tr><td>5.</td><td>Delay in removing the advertisement and handing over to the Licenser without causing any damage to the bus body.</td><td>If Licensee fails to remove advertisement after the closer of agreement, BMTC will remove and charge removal cost of Rs.1500 in addition to License fee per Bus per Day on prorate Basis.</td></tr>
</table>
Above penalties are in addition to penalties/fines applicable as per prevailing law.
</td></tr>
<tr><td>[13.4]</td><td>The addresses are:<br><br>Licensor<br>Chief Traffic Manager (Com)<br>Bengaluru Metropolitan Transport Corporation<br>Shanthinagar, Bengaluru, 560 027<br>Tel: 080-22537575<br>Email: ctmc@mybmtc.com</td></tr>
</table>

| **Clause Reference (GCLA)** | **Description** |
|---|---|
| | **Licensee**<br>Name:<br>Designation:<br>Address:<br>Telex:<br>Email:<br>Mobile number*:<br>Notice shall be deemed to be effective as follows:<br>(a) In the case of personal delivery or registered mail, on delivery<br>(b) In the case of telexes/e-mail, 24 hours following confirmed transmission<br>(c) In the case sent through Whatsapp to the above Mobile number or recent Mobile number provided by the contractor (change, if any). 24 hours following confirmed transmission |
| [13.5] | The Authorized Representatives are:<br>For the Licensor : Chief Traffic Manager (Com)<br>For the Licensee : _____ |

# SECTION VI: SCHEDULES

## Schedule A - Scope of Services

i. The licensing is for display of advertisement on the Back Panel(6*3=18 Sq ft), Driver Side body of 104 Sq Ft, Passenger Door side 99 Sq Ft of 225 A/C BUSES.

ii. The Licensee shall strictly adhere to the Outdoor Signage and Public Messaging Bye-laws of BBMP in all aspects of displaying advertisements on the buses.

iii. The advertisement shall be pasted on the body of the buses without obstructing the BMTC logo, vehicle registration number and Depot particulars. The Licensee is not permitted to utilize any other space (inside/outside of buses) for display of advertisement other than allotted space. The License has to take Prior approval from BMTC for advertising location on the buses.

iv. The Licensee shall not display advertisement on non-allotted buses.

v. The Licensee shall ensure that there is no display of advertisement on the bus as on the date of production of vehicle for obtaining or renewal of Fitness Certificate before the concerned Regional Transport Officer.

vi. The Licensor will obtain the permission from RTO for displaying the advertisement on the bus. However, the Licensee shall be responsible for obtaining any other necessary permissions/licenses that may be necessary from all relevant government department/agencies or local municipal corporations including BBMP for display of advertisements.

vii. The Licensee shall use stickers/materials made of **Ecofriendly substance,** as per law, for display of advertisements to ensure no harm to the environment and to leave no stains on removal of advertisements without causing any damage to the buses. The aesthetic look of the buses shall be maintained at all times.

viii. During FC the Licensee shall arrange to remove the Advertisement at his own cost. If not removed on time BMTC will remove and charge removal cost of Rs.1500.

ix. The Licensee shall make own arrangement for all the equipment and material required for displaying advertisements. All the materials that shall be used shall be environmental friendly.

x. All advertisements shall be compulsorily displayed in Kannada language also adhering to the guidelines of Government of Karnataka.

xi. The Licensee shall be responsible for payment of all fees, taxes, duties etc. required for obtaining permissions/licenses to the relevant authorities for display of advertisements on the back of the buses. The Licensor shall not bear any such expenses, whatsoever.

xii. The Licensee shall follow all procedures laid out by BBMP for obtaining approvals/permissions for display of advertisements and shall submit a copy of all such approvals/permissions received from BBMP to the Licensor.

xiii. The Licensee shall paste the advertisement on the Body of buses only during the period when the buses are kept idle or when it is not under operation at the Depot. The Licensee shall have no right to detain the buses for the purpose of display of advertisement.

xiv. The Licensee or any person authorized by the Licensee under this License Agreement shall enter into the Depot premises only with prior permission of the Depot Manager concerned, to take up the work of installation and display of advertisement. All such personnel shall enter with proper identity card issued by the Licensor. The Corporation reserves the right to allow or disallow entry of the Licensee or any of its authorised personnel to the Depot premises.

xv. The Licensee shall not increase the size of the advertisement already approved by Licensor. Any discrepancy in the size of the advertisement compared to originally allotted size shall attract penalty as per the provisions of the License Agreement. All advertisements shall be subject approval form the Licensor. The Licensor reserves the right to approve/reject/request for modifying the advertisements.

xvi. The License Fee is to be paid irrespective of whether advertisement is being displayed or not.

xvii. The Licensee shall maintain a register having the following details

1. Name of the Company,
2. Date of allotment,
3. Date of expiry of contract,
4. No. of buses allotted for advertisement.
5. Vehicle no, Date of add pasting, Date of Add Removing, certification by depot authorisation.
6. The License shall obtain certification from concerned depot mangers for pasting and removing advertisements and submit a copy to BMTC on every month.

xviii. The Licensee shall not have any rights to display any advertisement beyond the License Agreement Period.

xix. The advertisement shall not cause unsafe conditions to the passengers/other road users by way of glaring, dazzling, reflections, etc.

xx. The Licensee shall not display any commercials concerning transport, tobacco, liquor/alcoholic products, narcotics, obscene material, or otherwise offensive to good taste or against public sentiments or in contravention to prevailing rules and regulations issued by Government from time to time and other commercials which are prohibited under law.

xxi. The advertisement should not have any protrusions on any side or of any manner beyond the allotted space and size.

xxii. The Licensee shall ensure the full and complete removal of displayed advertisement immediately on expiry of License Agreement without causing any damage to the bus body and inconvenience to the normal functioning of the depot. If, however, any damage is caused to the bus body during the removal of the advertisement by the Licensee, the Licensee shall make good such damage at his own expense. In case the Licensee fails to make good any damage caused to the buses, the Licensor shall recover the cost from the Licensee by deducting from the Security Deposit. The cost decided by Licensor shall be final in this regard.

xxiii. The display of advertisement on the Body of the bus body should be such that it can be easily removed at any time during the period of License Agreement and also at the time of cancellation/expiry of License Agreement.

xxiv. In cases when the advertisement displays are damaged due to external forces like accident etc., the Licensee will be permitted, to replace a fresh advertisement display for the remaining period of the License Period. However, the Licensor shall not be liable to compensate the Licensee for any loss arising out of non-display of advertisement for any period of time due to any reason, whatsoever.

xxv. The Licensee shall be responsible for the safety and security of the advertisement displayed and the Licensor shall not be responsible for any loss/damage of the same.

xxvi. The Authority reserves the right to remove any advertisement for the purpose of painting or repairing the bus, however, without any compensation to the Licensee.

xxvii. Additional buses, if available will be allotted on pro- rata basis under the same terms and conditions and the payment for the same will commence from the date of allotment and is for minimum one month. There shall be provision to increase or decrease 25% of the Buses allocated.

xxviii. The license fee will be reduced on pro-rata basis in case:

**a) If any of the allocated vehicle is scrapped,**

**b) If any of the vehicle is off road continuously for more than a month.**

xxix. The Licensor shall have the exclusive right to take decision regarding allocation of buses. The allotment of buses for display of advertisements shall be in random manner without any guarantee for any specific route. Allotment of buses will be depot wise & vehicle wise.

xxx. The Licensee shall obtain certification from the depot manger if any allotted vehicle is scrapped/off road for more than one month and submit a copy to BMTC.

xxxi. All the Receipts, documents, certifications obtained from BMTC shall be maintained and preserved till the closer of the contract.(Settlement of SD)

## Schedule B - Breakdown of License Fee in Indian Rupees

*[The Financial Proposal break-up as per Format FIN FORM submitted by the Tenderer to be enclosed]*

## Schedule C – Letter Of Allotment (LOA)

## Schedule D: Schedule of License Fee Payment

## Schedule E - Tender Document, Corrigendum, Addendum, and Pre-Bid Meeting Proceedings to be enclosed